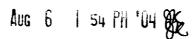
STATE MS. - DESOTO CO.



STATE OF MISSISSIPPI COUNTY OF DeSoto

14 474 PG 88

Asset No: 8000188899

## **SPECIAL WARRANTY DEED**

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee(s), the following described property, together with all improvements thereon, lying and being situated in DeSoto County, State of Mississippi, more particularly described as follows, to-wit:

Lot 25, Smokey Hollow Farms Subdivision, located in Section 33, Township 3 South, Range 5 West, DeSoto County, Mississippi as recorded in Plat Book 8, Pages 37-39 in the records of the Chancery Clerk of DeSoto County, Mississippi and a 0.49 acre tract of land being part of the Southeast Quarter of the Northwest Quarter of said Section 33, Township 3 South, Range 5 West, DeSoto County, Mississippi and being more particularly described as follows to wit:

Beginning at a point on the Southwest line of Williams Road, said point being the common corner between Lots 24 and 25 of Smokey Hollow Farms Subdivision: thence South 04 degrees 30 minutes 00 seconds East along the Southwest line of Williams Road a distance of 263.78 feet to a point; thence South 84 degrees 47 minutes 04 seconds West along an old wire fence a distance of 600.05 feet to a point; thence North 04 degrees 30 minutes 00 seconds West a distance of 271.27 feet to an iron pin found at the Southwest corner of said Lot 24; thence North 85 degrees 30 minutes 00 seconds East a distance of 600.00 feet to the Point of Beginning and containing 3.67 acres, more or less; subject to existing easements, rights-of-ways, subdivision and zoning regulations in effect in DeSoto County, Mississippi.

This conveyance is subject to any and all recorded easements, rights of way, mineral reservations, reservations, restrictions, restrictive covenants, and any other matter

shown of record and any state of facts that would be disclosed by careful inspection and survey of the property.

AD VALOREM TAXES for the current year are hereby prorated to the day of closing and are assumed by the Grantee(s).

Grantor, in the capacity stated, warrants the title to said property against the claims of any and all persons claiming or to claim the same, or any part thereof, by, through or under Grantor.

PURCHASER UNDERSTANDS AND ACKNOWLEDGES that the property is being purchased in an [AS IS] condition and Purchaser hereby waives any claim whatsoever which he/she has or may have against the Seller with regard to the property or anything in, on, about or relating to the property and Purchaser hereby releases the Seller from any and all liability or obligations in connection with the same. Purchaser acknowledges that the property has been made available for complete inspection, appraisal and evaluation prior to the execution of the contract and closing of the sale and Purchaser hereby acknowledges and covenants that he/she accepts the property in its present condition with no reservations or qualifications whatsoever. Purchaser further acknowledges that the Seller shall not be responsible for any change in the conditions of the property including, but not limited to, the improvements, fixtures, furnishings, equipment, roof, foundation, or anything in, on, about or relating to the property or to any environmental, zoning, flood conditions, matters or certifications, which may occur between the date of the contract and the closing of the sale or which occur after the closing, of this sale. Any repairs of any nature which the Seller may have elected to perform prior to closing shall be deemed to have been accepted by Purchaser as completed and satisfactory at the time of closing and the Seller shall not be responsible for any further repairs or warranties whatsoever of any kind or nature after closing of this transaction.

Pursuant to provisions of 38 U.S.C 1620(a) (6) the Secretary of Veterans Affairs does not seek to exercise exclusive jurisdiction over the within described property.

IN WITNESS WHEREOF, Grantor on this \_\_\_\_\_\_\_, 2004 has caused this instrument to be signed on Grantor's behalf. Secretary of Veterans Affairs An officer of the United States MICHAEL MORELAI Director, VA REO OCWEN Fedéral Bank, FSB Pursuant to a delegation of authority Contained in 38 C.F.R. § 36.4342(f) STATE OF TLORID **ORANGE COUNTY** MICHAEL MORELAND Director, VA REO On this date, before me personally appeared \_, pursuant to a delegation of authority contained in 38 C.F.R. § 36.4342(f), to me known to be the person who executed the foregoing instrument on behalf of the Secretary of Veterans Affairs, and acknowledged that X he/ she executed the same as the free act and deed of said Secretary. In Witness Whereof, I have hereunto set my hand and affixed my official seal in the State of lly Commission DD318917 My Term Expires: **GRANTOR'S ADDRESS:** GRANTEE(S)' ADDRESS: Department of Veterans Affairs 5487 Williams Rd Byhilia, MS 38611 Washington, DC 20420 662-349-6536 WK-NIA (407) 737-5524 DOCUMENT PREPARED BY:
Gary L. Bates, Esquire
AAA Title Company, Inc.
FNF Title Services, Inc.
7145 Swinnea Road, Suite 2 Southaven, MS 38671 (662) 349-6536 Ocean Springs, MS 39564 228-818-6124 File #5 12018 MSB#2190

**NO TITLE EXAMINATION** was performed by Gary L. Bates, Esquire all information contained herein furnished by the parties hereto.

Indexing instructions: Lot 25, Smokey Hollow Farms S/D, Located in Section 33, Township 3 South Range 5 West, DeSoto County, MS as recorded in Plat Book 8 at Pages 37-39